

S/N 09/394,902
Confirmation No. 5113



S/N 09/394,902

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Stice et al. Examiner: Thaisan N. Ton
Serial No.: 09/394,902 Group Art Unit: 1632
Filed: 09/13/1999 Docket No.: 60141.0003US15
Title: CLONING PIGS USING DONOR CELLS OR NUCLEI FROM
DIFFERENTIATED CELLS (SOMATIC OR GERM CELLS) AND
PRODUCTION OF PLURIPOTENT PORCINE CELLS BY NUCLEAR
TRANSFER

CERTIFICATE UNDER 37 CFR 1.8:

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail, with sufficient postage, in an envelope addressed to: Mail Stop AMENDMENT, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on July 26, 2004.

By: _____
Name: Joseph M. Bennett-Paris

TERMINAL DISCLAIMER TO OBLIGATE
A DOUBLE PATENTING REJECTION

Mail Stop AMENDMENT

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450



Dear Sir:

Petitioner, Advanced Cell Technology, a corporation organized and existing under the laws of the State of Massachusetts and having its primary place of business at One Innovation Drive, in the county of Worcester, and the state of Massachusetts represents that it is the owner of the entire right, title and interest in U.S. Patent Application Serial No. 09/394,902, filed on September 13, 1999 and entitled CLONING PIGS USING DONAL CELLS OR NUCLEI FROM DIFFERENTIATED CELLS (SOMATIC OR GERM CELLS) AND PRODUCTION OF PLURIPOTENT PORCINE CELLS BY NUCLEAR TRANSFER, by virtue of our assignment

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recorded at Reel 010732, Frame(s) 0651. Attached herewith is a Certificate under 37 C.F.R. § 3.73(b) establishing Advanced Cell Technology's right as assignee to take action.

Petitioner, Advanced Cell Technology, hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the above-identified application, which would extend beyond the expiration date of the full statutory term of U.S. Patent No. 6,235,970 and U.S. Patent No. 6,215,041 and hereby agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to U.S. Patent No. 6,235,970 and U.S. Patent No. 6,215,041, this agreement to run with any patent granted on the above-identified application and to be binding upon the grantee, its successors, or assigns.

In making the above disclaimer, Advanced Cell Technology does not disclaim the terminal part of any patent granted on the above-identified application that would extend to the full statutory term as presently shortened by any terminal disclaimer of U.S. Patent 6,235,970 and U.S. Patent No. 6,215,041 respectively, in the event that United States Patent No. 6,235,970 and U.S. Patent No. 6,215,041 respectively, expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR 1.321(a), has all claims cancelled by a reexamination certification, or is otherwise terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer, except for the separation of legal title stated above.

For submissions on behalf of an organization (e.g. corporation, partnership, university, government agency, etc.), the undersigned (whose title is supplied below) is empowered to act on behalf of the organization.

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JUL 30 2004
U.S. PATENT & TRADEMARK OFFICE
I hereby declare that all statements made herein of my own knowledge are true and that

all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Date: July 26, 2004



Joseph M. Bennett-Paris
Reg. No. 47,226
404-954-5044



THE STATEMENT BELOW IS FOR OFFICE USE ONLY

In accordance with the decision granting the petition filed on _____, _____, this terminal disclaimer is accepted. The period of patent lapse specified above has been accepted as equivalent to _____ months.

Petitions Examiner

ASSIGNMENT (JOINT)

THIS ASSIGNMENT, by STEVEN L. STICE; JOSE CIBELLI; JAMES M. ROBL; AND PAUL GOLUEKE, residing at 468 AMHERST ROAD, BELCHERTOWN, MA 01007; 166 VILLAGE PARK, AMHERST, MA 01002; 196 OLD ENFIELD, BELCHERTOWN, MA 01007; AND 8 DIANE DRIVE #3, BELCHERTOWN, MA 01007 (hereinafter referred to as "the Assignors"), respectively, witnesseth:

WHEREAS, the Assignors have invented certain new and useful improvements in CLONING PIGS USING DONOR CELLS OR NUCLEI FROM DIFFERENTIATED CELLS (SOMATIC OR GERM CELLS) AND PRODUCTION OF PLURIPOTENT PORCINE CELLS BY NUCLEAR TRANSFER, which is a provisional application to be filed herewith; which is a non-provisional application having an oath or declaration executed on even date herewith prior to filing of application; bearing Application No. 09/_____, and filed on SEPTEMBER 13, 1999; and

WHEREAS, UNIVERSITY OF MASSACHUSETTS, A PUBLIC INSTITUTION OF HIGHER EDUCATION OF THE COMMONWEALTH OF MASSACHUSETTS, AS REPRESENTED BY ITS AMHERST CAMPUS, and having its principal place of business at OFFICE OF VICE CHANCELLOR FOR RESEARCH AT AMHERST, AMHERST, MASSACHUSETTS 01002 (hereinafter referred to as "the Assignee"), is desirous of acquiring the entire right, title, and interest in and to said inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications, including provisional applications for Letters Patent of the United States or other countries claiming priority to said application, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignors have sold, assigned, transferred, and set over, and by these presents do sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns the entire right, title, and interest in and to the above-mentioned inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said application, and any and all Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions, continuations, and continuations-in-part of said applications, and reissues and extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignors had this sale and assignment not been made;

AND for the same consideration, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignors are the sole and lawful owners of the entire right, title, and interest in and to the inventions set forth in said applications and said applications, including provisional applications, above-mentioned, and that the same are unencumbered, and that the

Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns that the Assignors will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said inventions or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said inventions in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement, and defense of Letters Patent or Patents for said inventions, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

AND the Assignors hereby request the Commissioner of Patents to issue any and all said Letters Patent of the United States to the Assignee as the Assignee of said inventions, the Letters Patent to be issued for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date 9/20/98 Signature of Assignor 
Steven L. STICE

Date _____ Signature of Assignor _____
James M. ROBL

Date _____ Signature of Assignor _____
Paul GOLUEKE